Annexure – A

The Tenderer shall furnish the following details with necessary enclosures along with the Tender.

Sl. No	Particulars	Details to be furnished by the firm	YES/ NO
1	EMD of **Rs.7,36,710/-** to be paid along with the tender in e-Procurement portal by following modes: i) Credit Card ii) Debit Card iii) NEFT iv) Over the counter		
2.	The Tenderer shall be a Manufacturer/Authorised Dealer of Grade-IV Alum. The Tenderer shall possess valid IS:299/2012 Certification with its latest amendments for manufacturing Alum Grade IV OR being an authorized representative (Dealer) shall submit manufacturer's valid IS:299/2012 Certification with its latest amendments for manufacturing Alum Grade IV.	(1) Certificate No…….. and its (2) Validity …….. Copies of the certificates are to be enclosed. In case of a Dealer, the Firm should furnish valid IS:299/2012 Certification of their Manufacturer and Authorization Letter obtained from their Manufacturer in the prescribed format appended vide Annexure-D. In case of Micro & Small Enterprises tenderer should enclose relevant Certificate issued by Competent Authority in the absence of which the tenderers will not be considered for further evaluation.	
3	The Tenderer should be a Manufacturer who must have manufactured, tested and supplied the Alum Grade IV conforming to IS:299/2012 with its latest amendments upto at least 1600**MT** to any Government Organization for drinking water purpose (End user) in any one of the last three financial years. (2020-21 to 2022-23). (Necessary supply orders, Performance certificates and III party inspection certificates are to be enclosed)	Particular year during which the stipulated supplies are made with details are to be furnished in Annexure-"B". Copies of supply orders and performance certificates (from the End user) and III Party Inspection Certificate of the respective relevant supply orders are to be enclosed, in the absence of which the tenders will not be considered for further evaluation.	
4	The tenders of tenderers quoting as authorized representative/agent(Dealer) of a manufacturer meeting with the above requirements in full will also be	Particular year during which the stipulated supplies are made with details are to be furnished in	

	considered provided: i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per conditions of contract. ii) The tenderer as authorized representative should have satisfactorily supplied atleast 6**00MT** of Alum Grade IV conforming to IS:299/2012 with its latest amendments to any Government Organization for drinking water purpose (End user) in any one of the last three financial years. (2020-21 to 2022--23). (Necessary supply orders, Performance certificates and III party inspection certificates are to be enclosed)	Annexure-"B". Copies of supply orders and performance certificates (from the End user) and III Party Inspection Certificate of the respective relevant supply orders are to be enclosed, in the absence of which the tenders will not be considered for further evaluation.	
5.	The Tenderer be a MSME Enterprises who must have manufactured, tested and supplied Alum Grade IV conforming to IS:299/2012 with its latest amendments upto at least 8**00MT** of Alum Grade IV conforming to IS:299/2012 with its latest amendments to any Government Organization for treatment of drinking water purpose (End user) in any one of the last two financial years(2021-22 to 2022-23).		
6.	The Tenderer (Manufacturer/Dealer) should possess an average annual financial turnover of not less than **Rs.491.14lakh during the last three preceding** financial years (2020-21 to 2022-23). The Tenderer be a MSME Enterprises the average annual financial turnover should be **Rs.245.57lakh** in at least 2 preceding financial years in the last three financial years (2021-22 to 2022-23).	Respective Balance Sheets of only those financial years during which the turnover is more than desired turn over in the tender are to be enclosed along with a Certificate issued by a Chartered Accountant.	
7.	The Tenderer should demonstrate the availability of Liquid Assets and/or availability of Credit Facility of not less than **Rs.147.35Lakh** (Credit Line/Letter of Credit/Certificates from	Tenderer should submit the Banker's certificate invariably indicating tender No. and the prescribed amount.	

	Nationalised /Scheduled Bank)		
8.	The tenderer shall demonstrate the Assessed Available Tender capacity as follows: (AxN-B) not less than supply of 2000MT of Grade IV Alum per annum, Where, A-Licensed capacity for manufacturing of Grade IV Alum. N-Number of years prescribed for completion of supplies for which tenden are invited. i.e., 12months. B= Number of existing commitments to be supplied during the next 1 year.	Tenderer should demonstrate the Assessed Available Tender capacity and submit relevant documents towards A & B.	
9.	The Tenderer should agree to supply Grade-IV Alum as per Table-I appended to the tender and shall agree to all terms and conditions of the tender.	Table-I appended should be duly signed and agree to all terms and conditions of the tender. If no, the offer of the tenderer will not be considered for further evaluation.	

SD/-

Signature of the Tenderer **Chief Engineer (Project)**

BWSSB

GENERAL TERMS AND CONDITIONS

1.	Tenders through e-Procurement Portal in two cover system one for Technical Bid and the other for Financial Bid are invited for supply of 2000MT**s** of Aluminum Grade–IV conforming to IS:299/2012 with its latest amendments from Reputed Manufacturers/Authorized Dealers. **The eligibility for Grade-IV Alum offered is as below:-** • Grade-IV Alum to be supplied should strictly conform to IS:299/2012 with its latest amendments. **The eligibility criteria for the bidder is as below:-** • The Tenderer shall be a Manufacturer/Authorized Dealer of Grade-IV Alum. The Tenderer shall possess valid IS:299/2012 Certification with its latest amendments for manufacturing Alum Grade IV OR being an authorized representative (Dealer) shall submit manufacturer's valid IS:299/2012 Certification with its latest amendments for manufacturing Alum Grade IV and Authorization Letter obtained from their Manufacturer in the prescribed format appended vide Annexure-D. • The Tenderer should be a Manufacturer who must have manufactured, tested and supplied the Alum Grade IV conforming to IS:299/2012 with its latest amendments upto at least 1600MT to any Government Organization for drinking water purposes (End user) in any one of the last three financial years (2020-21 to 2022-23).

(Necessary supply orders, Performance certificates and III party inspection certificates are to be enclosed).

- The Tenderer be a MSME Enterprises (Micro & Small Enterprises) should enclose relevant Certificate issued by Competent Authority in the absence of which the tenderers will not be considered for further evaluation.

  The Tenderer be a MSME Enterprises who must have manufactured, tested and supplied Alum Grade IV conforming to IS:299/2012 with its latest amendments upto at least 800MT of Alum Grade IV conforming to IS:299/2012 with its latest amendments to any Government Organization for treatment of drinking water purpose (End user) in any one of the last two financial years(2021-22 to 2022-23).

- The tenders of tenderers quoting as authorized representative/agent of a manufacturer meeting with the above requirements in full will also be considered provided:

i. The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per conditions of contract.

ii. The tenderer as authorized representative (Dealer) should have satisfactorily supplied the Alum Grade IV conforming to IS:299/2012 with its latest amendments upto at least 600MT to any Government Organization for drinking water purposes (End user) in any one of the last three financial years (2020-21 to 2022-23). (Necessary supply orders, Performance certificates and III party inspection certificates are to be enclosed)

- The Tenderer (Manufacturer/Dealer) should possess an average annual financial turnover of the tenderer should be Rs.491.14lakh during the last three preceding financial years (2020-21 to 2022-23).

  Based on G.O, for Micro & Small Enterprises the average annual financial turnover should be Rs.245.57lakh in at least 2 preceding financial years in the last three financial years (2021-22 to 2022-23).

- The Tenderer should demonstrate the availability of Liquid Assets and/or availability of Credit Facility of not less than Rs.147.35Lakh (Credit Line/Letter of Credit/Certificates from Nationalized /Scheduled Bank).
- The tenderer shall demonstrate the Assessed Available Tender capacity as follows:
  (AxN-B) not less than supply of 2000MT of Grade IV Alum per annum,
  Where, A-Licensed capacity for manufacturing of Grade IV Alum.
  N-Number of years prescribed for completion of supplies for which tenden are invited. i.e., 12months.
  B= Number of existing commitments to be supplied during the next 1 year.
- The Tenderer should agree to all terms and conditions of the tender.

The tenders will be available on website from 19.06.2023 to 03.07.2023 upto 16.00Hrs. The last date & time for receipt of tenders in the Electronic Tender Box in website (www.eproc.karnataka.gov.in) is on 03.07.2023**.** before 16:00Hrs and the Technical Bids will be opened on 05.07.2023 at 12:00Hrs. The tendering will be in Electronic Mode submitted through e-Procurement Portal (www.eproc.karnataka.gov.in) as follows:

The Technical Bid shall contain the following:-

1) TECHNICAL BID

i) Annexure – A duly filled and signed

	ii) IS:299/2012 Certification for manufacturing of Grade-IV Alum, being an authorized representative (Dealer) shall submit manufacturer's valid IS:299/2012 Certification with its latest amendments for manufacturing of Grade-IV Alum. iii)Details of earlier supplies in format appended vide Annexure-B (Copies of supply orders & performance certificate from the client and III Party Inspection certificate should be enclosed) iv) Turnover Certificate. v) Table- I duly signed. vi) As agreed, the Dealer of Grade-IV Alum shall produce consent letter from their Manufacturer in the format appended vide Annexure-D. **2) FINANCIAL BID** The Financial Bid consists of **Schedule "B"** in which the rates have to be offered before due date & time.
2.	Tenders received without E.M.D. will be rejected outright. The E.M.D. amount so deposited by the successful tenderer will be refunded only after submission of performance security in the form of irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Bank/, in a sum equivalent to 5**%** of the contract value of Grade-IV Alum as per **Clause-17** of the tender. The E.M.D. of the unsuccessful tenderer will be refunded after the award of the work to the successful tenderer. The E.M.D. so remitted by all the tenderers will not bear any interest.
3.	The Technical Bids will be opened by the Chief Engineer(Project) on **05.07.2023** at 12:00Hrs in the presence of the firms' representatives/authorized agents, who may be present at that time. If, for any reason, the tender cannot be opened on the said date and time, the next date and time of opening will be intimated to the representatives present.
4.	The submission of tender by the tenderer implies that he has read the terms and conditions of contract and made himself aware of the scope and specification of the Grade – IV Alum.
5.	**Validity:** The tenderer should keep his offer valid at least for a period of **90 days** from the date of opening `and if necessary for a further period as desired by the Chief Engineer(Project), BWSSB, 3rd Floor, Cauvery Bhavan, Bangalore-560009.
6.	**Agreement Clause** a) The enquiry along with the appended schedules shall form part & parcel of the agreement, which is executed after acceptance of the tender. b) Agreement in the prescribed format shall be executed between successful tenderer and the Chief Engineer (Project), BWSSB, 3rd Floor, Cauvery Bhavan, Bangalore-09 within **21 days** from the date of communication of approval of his/their tender, failing which the E.M.D. shall stand forfeited**.**
7.	**Rates to be offered:** a) The rates should be legibly uploaded in Figures. b) The rate quoted for supply of Grade – IV Alum should be inclusive of GST, license fees, III party inspection, transit insurance, transportation, loading, unloading etc., F.O.R Thorekadanahalli, Malavalli Taluk, [About 100 Kms.] from Bangalore. c) The rates quoted shall remain **"Firm"** till the supply ordered including additional quantities as specified in the contract. During the contract period the supplier shall not be entitled to any enhancement in the rate on account of rise in the price of any

	raw materials, electricity tariff, diesel, oil, statutory levies etc., or for any other reason whatsoever. d) In case, additional quantities of Grade – IV Alum over and above the quantities noted in the Schedule are required during the period of contract, the Supplier shall be bound to supply the said quantities at the accepted rates up to **25%** of tendered quantity. Like wise, the tendered quantity can be curtailed to an extent up to **25%.** e) The Tenderer shall be entirely responsible for GST, license fee, etc., incurred until the delivery of Grade-IV Alum F.O.R T.K. Halli. f) In case, if L-1 rates are offered by more than one firm, then the L-1 firm will be decided by means of Lucky Draw.
8.	**Evaluation of Tenders:** a) The evaluation of the tender will take into account, in addition to the basic price, third party inspection charges, transportation charges, transit insurance and other costs which are incidental to the delivery of the Grade-IV Alum to FOR T.K. Halli.
9.	**Delays in the supplier's Performance:** (i) The maximum time allowed for completion of Grade-IV Alum is **1 year**. (ii)However, the time schedule shall be indicated at the time of agreement. The Supply Schedule should be promptly adhered to. (iii) If, at any time, during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and the performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at its discretion extend the suppliers time for performance with or without liquidated damages. (iv) Except for the delay in an event of **Force Majeure** (an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable) a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to be imposition of liquidated damages, pursuant **Clause-10** unless an extension of time is agreed upon pursuant to Clause **9(iii**) without the application of liquidated damages.
10.	**Liquidated Damages Clause:** Failure on the part of the supplier to make supply as per the Supply Schedule indicated will be construed as a breach of contract, and the purchaser shall deduct from the contract price, as Liquidated Damages, a sum equivalent to **0.5%** of the delivered price of the delayed goods **for each week** or part thereof of delay until actual delivery, up to a maximum deduction of **10%** of contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
11.	**Termination for Default:** (i)The purchaser may without prejudice to any other remedy for breach of contract by a written notice of default sent to the supplier, terminate the contract in whole or part:- (a)If the supplier fails to deliver any or all of the goods within the period specified in the contract or within any extension thereof granted by the purchaser pursuant to **Clause-9.** (b)If the tenderer fails to perform any obligation under the contract. (c)If the supplier in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. (ii)In the event purchaser terminates the contract in whole or in part pursuant to

	Clause-11(i) the purchaser may procure up on such terms and in such manner as it deems appropriate, Grade – IV Alum similar to those undelivered, and the tenderer shall be liable to the purchaser for any excess costs for such similar Grade-IV Alum. However, the tenderer shall continue the performance of the contract to the extent not terminated.
12.	**Termination for Convenience:** (i)The purchaser by written notice sent to the supplier may terminate the contract in whole or in part, at any time, for its convenience. The notice of termination shall specify the termination is for the purchaser convenience, the extent to which performance of the supplier under the contract is terminated and the date upon which such termination becomes effective. (ii)The Grade-IV Alum that are complete and ready for dispatch within thirty days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the Contract Terms and Prices, for the remaining quantity of Grade-IV Alum, the purchaser may elect:- (a)to have any portion completed and delivered at the Contract Terms and Prices and/or (b)to cancel the reminder and pay to the supplier an agreed amount for partially completed Grade-IV Alum.
13.	**Guarantee Clause:** a) In case, if the Grade-IV Alum supplied are not in accordance with the specifications as per IS:299/2012 or if the same are received in damaged condition, the same will be rejected and the supplier shall take back such Alum and replace with good Alum within a **week's time** without any additional cost to the Board. b) The Tenderer shall be responsible for any losses, destruction, and damages of Grade-IV Alum during transit.
14.	**Insurance:** Grade-IV Alum to be supplied shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery of Grade-IV Alum at site, the insurance shall be obtained by the Supplier from FOR T.K. Halli divisional Stores, on "All Risks" basis including war risks and strikes and this cost should be included in the offered price.
15.	**Payment Clause:** a) 100% payment shall be made within 60 days after receipt of Grade-IV Alum T.K. Halli respectively, on receipt of acknowledgement for having delivered the Goods with seal & signature of the Officer to whom the Goods delivered and after receipt of satisfactory test certificate issued by the Govt. approved testing laboratory along with Invoice Copies . b) All payments will be made in Indian Currency. c) No alterations/modifications in the mode of payment is acceptable.
16.	**Inspection and Testing of Alum**: (a) Grade – IV Alum supplied shall be conforming to IS:299/2012 with its latest amendments and shall be supplied in naked slab form with definite shape and size, the weight of each slab shall be 20 to 25 Kgs. [with Cream to Brown Colour] only. The Grade-IV Alum supplied should comply with the requirements as per Table-I appended to the technical bid.

	(b) Samples of Grade-IV Alum collected as per Table-2 read with Annexure-B - Scale of Sampling of IS:299/2012 from each batch of a consignment will be subjected to III party inspection by an Agency appointed by the Board and the Testing charges towards the same shall be borne by the supplier. The entire batch will be rejected in case the samples do not conform to the specification and the same should be replaced by the firm with new one within a 15days, duly getting the samples tested at free of cost, failing which action will be taken as per terms & conditions of tender.
17.	**Performance Security**: Within **20 days** of the receipt of award from the Purchaser, the tenderer shall furnish a **Performance Security in the form of Bank Guarantee in a sum equivalent to 5% of the value of the supply order.** If not, the EMD deposited by the tenderer shall be forfeited. The performance security shall be valid up to 60 days after the date of completion of performance obligation and the purchaser shall refund the same after the satisfactory completion of the supplies, in a complete manner. The Security Deposit shall not bear any interest.
I8.	**Weight of Alum**: (a) R.R weight is not final weight; weight recorded at the destination points shall be final and binding on the supplier. (b) The tenderer can make use of Weighing machine at Central Stores yard at free of cost. Weighment can also be done at the nearest private weighbridges of the Board Official and the cost towards the same should be borne by the tenderer.
19.	**Legal Clause:** a) Conditional offers are rejected outright b) The Chief Engineer (Project) reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Even if the Tenderer meets all the eligibility and qualification criteria his tender shall be summarily rejected, if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility & qualification requirement or if he has a record of poor performance such as abandoning the supplies, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc. c) In case of any disputes arising out of this contract, the decision of the Chief Engineer (Project) is final on both the parties. d) The contract shall in all respects be construed and operative as per Indian Contract Act, Sale Of Goods Act-1930 and in conformity with Indian Law and is subject to the jurisdiction of **Bangalore City Civil Courts only.** e) The enquiry along with the appended schedule shall form part and parcel of the agreement, which is executed after acceptance of the tender. f) Regarding the assessment of quality and performance of the Grade-IV Alum the decision of Chief Engineer (Project) shall be final.
20.	The tenderers should invariably fill in the Annexure- A, GTC, Table-I, B and D (only in case of dealers) appended to the Technical Bid and enclose the requisite documents without fail, duly affixing their Seal and Signature.

SD/-

Signature of the Tenderer **Chief Engineer (Project)**

BWSSB

Table – I

Requirement of Aluminum Sulphate Grade – IV Conforming to IS: 299 /2012 with its latest amendments.

Sl No.	Characteristic	Requirement of Grade – IV Alum	Methods of testing as prescribed in Annexure "A" of IS: 299 / 2012.	YES/NO
1	Insoluble matter percent by mass – maximum	0.20	A – 3	
2	Soluble Iron Compounds [as.Fe.] percent by mass [Maximum]	0.04	A – 4	
3	Water soluble Aluminum Compounds [as AL_2O_3] percent by mass [Minimum]	16.00	A – 5	
4	pH [of 5% aqueous solution] minimum.	2.70	A – 6	
5	Basicity [as AL_2O_3] percent by mass, [maximum]	0.50	A – 7	
6	Free acidity [as H_2SO_4] percent by mass, maximum.	0.50	A – 7	
*	Additional requirements for material required for purification of water.			
7	Lead [as Pb] parts per million [maximum]	20PPM	A – 8	
8	Arsenic [as AS_2O_3] parts per million [maximum]	4PPM	A – 9	
9	Mercury (as Hg), parts per million [maximum]	0.4PPM	A – 10	
10	Manganese (as Mn), parts per million [maximum]	20PPM	A – 11	
11	Chromium (as Cr), parts per million [maximum]	20PPM	A – 12	
12	Cadmium (as Cd), parts per million [maximum]	4PPM	A – 13	
13	Selenium (as Se), parts per million [maximum]	4PPM	A – 14	
14	Organic Impurities a) Phenolic compounds (as C6 H5 OH), parts per million [maximum] b) Anionic detergents (as MBAS) parts per million [maximum]	 0.4PPM 80PPM	A – 15 A - 16	

SD/-

Signature of the Tenderer **Chief Engineer (Project)**

BWSSB

ANNEXURE - B

Tender No.BWSSB/CE(P)/ACE(Cstr&DCW)/TA-2/ 365/2023-24 dt:15.06.2023

Date of Opening: **05.07.2023** Time: 12:00 noon

Name of the Firm: .....

Orders placed by(Full address of Purchaser]	Order No. and Date	Quantity of Alum ordered	Qty. of Alum supplied	Performance Certificate issued by the Purchaser to the extent of supplies made (attach a certificate from the Purchaser)
1	2	3	4	5

Note :-

1. Specific year during which the stipulated supplies were made should only be indicated.
2. Respective supplies indicated in the above proforma should be invariably substantiated with relevant documents such as Supply Orders and respective Performance certificates issued by the Purchasers (End user) or III Party Inspection Certificates of respective relevant orders, without which the tender will not be considered for further evaluation.

SD/-

Signature of the Tenderer **Chief Engineer (Project)**

BWSSB

ANNEXURE – D

MANUFACTURER'S AUTHORIZATION FORM

No…… Dated:……

To,

_____
_____
_____

Dear Sir,

Tender No. No.BWSSB/CE(P)/ACE(Cstr&DCW)/TA-2/365/2023-24 **dtd: 15.06.2023**

We _____who are established and reputable manufacturers of Aluminum Sulphate Grade–IV conforming to IS:299/2012 with its latest amendments having factories at _____ (address of factory) do hereby authorize M/s_____ (Name and address of Agent) to submit a tender and sign the contract with you for the goods manufactured by us against the above Tender No.BWSSB/CE(P)/ACE(Cstr&DCW)/TA-2/365/2023-24 dtd:15.06.2023

No company or firm or individual other than M/s_____ are authorized to tender and conclude the contract for the above goods manufactured by us, against **Tender No.** No.BWSSB/CE(P)/ACE(Cstr&DCW)/TA-2/365/2023-24 **dtd:15.06.2023**

We hereby extend our full guarantee and warranty as per Clause-13 of the General Terms and Conditions of Contract for supply of Aluminum Sulphate Grade–IV conforming to IS:299/2012 with its latest amendments by M/s _____against **Tender No.** No.BWSSB/CE(P)/ACE(Cstr&DCW)/TA-2/365/2023-24 **dtd:15.06.2023**

.

Your's faithfully,

(Name of the Manufacturer)

Note :

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

SCHEDULE-B (Only for reference)

Schedule No.	Item Description	Qty and Unit		
			Basic Price Including Transport	Taxes (GST)
1	2	3	4	5
	Supply of Alumimum Sulphate [Grade-IV] required for water purification conforming to IS:299/2012 with latest amendments shall essentially be Aluminum Sulphate Octadecahydrate AL_2 $[SO_4]_3$ 18 H_2O. The article of commerce usually contains 5 to 10% less water than theoretical amount. It shall be in the form of slab. The colour of the material shall be Cream to Brown. The material when tested according to the methods prescribed in Annexure–"A" of IS:299/2012 shall confirm to the requirement in Table No. I.	2000MT		

NOTE:

a) Rate quoted should be per MT inclusive of GST, License fees, III Party Inspection Charges transit Insurance, Transportation, Unloading, stacking, The Tenderers should quote distinct rates for supply of Grade-IV Alum, as they are considered as distinct items and the lowest rate received for each destination will be considered during evaluation of the tender.

b) Consignment shall be delivered during the daytime only.

c) (Please quote the rate including taxes in the e procurement portal and show tax details in the break up).

SD/-

Signature of the Tenderer
Chief Engineer (Project)

BWSSB